



CITY OF SAN DIEGO

PURCHASING DIVISION
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 6346-04-Y

REQUEST FOR BID

Bid Opening Date: **October 13, 2003**
@ 2:30 p.m.

Subject: Furnish the City of San Diego with **UNIFORM SERVICE FOR PARK AND RECREATION, DEVELOPED REGIONAL PARKS DIVISION AND COMMUNITY PARKS DIVISION**, as may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

Company _____	Name _____ [PRINT OR TYPE]
Federal Tax I.D. No. _____	Signature* _____
Street Address _____	Title _____
City _____	Date _____
State _____ Zip Code _____	
Tel. No. _____ Fax No. _____	<i>*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i>
E-Mail _____	

This cover page must be completed and submitted as part of your bid.

If your firm is not located in California, are you authorized to collect California sales tax? ☐ YES ☐ NO

If YES, under what Permit # _____

NOTE: The City of San Diego is subject to State Sales and Use Tax, but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. Do not include Federal Excise or Sales Tax in your Bid.

If you are a Vendor located in the City of San Diego, a 1% sales tax refund to the City will be considered in evaluation of your bid.

Cash discount terms _____ % _____ days.
[Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

State delivery time required: _____ days after receipt of order.

The following addenda are acknowledged and incorporated in this submittal: _____

FOR FURTHER INFORMATION CONCERNING THIS BID

NATALIE ETHRIDGE/lr8, Procurement Specialist

Phone: (619) 236-6088 Facsimile: (619) 236-5904

E-mail: NEthridge@sandiego.gov

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I. PRICING PAGE

Item	Est. Annual Qty.	U/M	Description	Unit Price	Extension
1.	1,529	EA	Shirts	\$	\$
2.	1,529	EA	Pants	\$	\$
3.	164	EA	Coveralls	\$	\$
TOTAL:					\$

II. TERMS AND CONDITIONS

A. AWARD

This bid shall be awarded as a lot, as may be in the best interest of the City.

B. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and opening date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing Reception Desk prior to bid opening at 2:30 p.m. on bid opening date. **Faxed bids will not be accepted.**

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid may be cause for the bid to be rejected as non-responsive.

- a. Bidder's References (as specified in Section II, paragraph G).
- b. Charges for lost or damaged items (as specified in Section III, paragraph C, item 2).
- c. Certification Survey (use form on page 16).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance requirements as specified in Section II, paragraph D.
- b. Taxpayer Identification Number (W-9) as specified in Section II, paragraph L, if not currently on file.

C. OPTION TO RENEW – (SERVICE CONTRACT)

The City may desire to exercise an option to renew the contract for four (4) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the contractor an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

If an increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject. The City will not grant option year increases which exceed the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less.

Would the Bidder accept the option to renew, subject to the above stated conditions?

☐ YES ☐ NO

Failure to complete the above section will be construed to mean Bidder is willing to accept the option to renew, subject to the stated conditions.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

D. INSURANCE REQUIREMENTS

All required insurance shall be submitted to Purchasing within ten (10) days of provisional award. **Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive.** Insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a **thirty (30) day non-cancellation clause** giving the City thirty (30) days prior written notice in the event a policy is canceled.

At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending upon assessment of the risk, the vendor's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from an insurance carrier licensed in the State of California and rated "A" or better by the A.M. Best Key Rating Guide.

The following coverage is required:

- **Commercial General Liability** for a minimum of one million dollars each occurrence (\$1,000,000.00 EO). **The City of San Diego must be named as an additional insured on the certificate.**
- **Automobile Liability** for a minimum of one million dollars combined single limit (\$1,000,000.00 CSL). **The City of San Diego must be named as an additional insured on the certificate.**
- **Workers' Compensation** coverage in accordance with the laws of the State of California. **Policy must contain a Waiver of Subrogation of Rights against the City of San Diego.**

E. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Contractor's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Contractor and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under this contract will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

F. QUANTITIES

The estimated requirements shown on the Pricing Page(s) will vary with the demands of the City of San Diego. These quantities are listed for information purposes only and shall not be deemed to either guarantee a minimum amount or restrict the maximum amount to be delivered throughout the contract period. Nor shall any variations from the estimated quantities, regardless of extent, entitle the Bidder to an adjustment in the unit price or to any other compensation.

G. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years. Bidders must also demonstrate that they are properly equipped to perform the work as specified in this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

- Bidder's References (use form on page 15).

H. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated September 12, 2001, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid/proposal and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid/proposal.

In the event of any conflict between the City of San Diego General Provisions and the terms and conditions included in this bid/proposal, the terms and conditions of this bid/proposal shall prevail.

I. ADDENDA

It is the Bidders' responsibility to ensure that all addenda issued are incorporated in their bid submittal.

Failure to acknowledge and incorporate addenda will not relieve the Bidder of the responsibility to meet all terms and conditions of the specifications for price bid.

J. EXCEPTIONS

If a Bidder/Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions.

K. BID RESULTS

Bid results **will not** be given out over the phone. To obtain bid results, either (1) attend the bid opening or (2) provide a self-addressed stamped envelope referencing the bid number. Envelopes may be submitted with the bid, or mailed directly to the Purchasing Division. They will be kept on file until the bid opens and the extensions are verified. Bid tabulations will generally be mailed to requester within **three (3) working days** after the bid opening to review bid tabulation.

L. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

I.R.S. regulations require the City of San Diego to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City of San Diego. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City of San Diego requires each vendor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the City's request may result in a bid being declared non-responsive and rejected.

M. AUDIT AND INSPECTION OF RECORDS

The Contractor, and any Subcontractors, shall make available upon request all records which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. The Contractor and Subcontractors shall retain such data and records for a period of not less than three (3) years following receipt of final payment. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

N. ASSIGNMENT OF CONTRACT

Contractor shall not assign this contract, or any right or interest hereunder, without prior written consent of the City.

O. DRUG-FREE WORKPLACE POLICY

All City projects are subject to City of San Diego Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein.

The Drug-Free Workplace Policy is available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this bid/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that Subcontractor agreements for this bid/proposal contain language which indicates the Subcontractor's agreement to comply with this policy.

P. AMERICANS WITH DISABILITIES ACT

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally mandated Americans with Disabilities Act (ADA). Contractors and Subcontractors will be individually responsible for their own ADA program.

In compliance with Council Policy 000-03, adopted by Resolution No. 279130, sign language or oral interpreting services are available at pre-bid meetings and bid openings with a five (5) business day notice to Purchasing at (619) 236-6000 or email at Purchasing@sanidiego.gov.

Q. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their Subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27).

Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Division.

For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

R. NONDISCRIMINATION IN CONTRACTING

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, Vendors or suppliers. Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall also be included in construction contracts between the Contractor and any Subcontractors, Vendors, and suppliers.

As part of its bid proposal, Bidder shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, Subcontractors, Vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all Subcontractors, Vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464.

III. SPECIFICATIONS

A. SCOPE OF WORK

The purpose of this contract is to provide weekly uniform service for Park and Recreation, Developed Regional Parks Division, and Community Parks Division. As identified in the Pricing Page, clothing items shall be delivered to the locations designated, laundered, and maintained in good condition and repair, in accordance with these specifications.

B. PARK AND RECREATION CONTACTS

Roger Wammack, Grounds Maintenance Manager
Developed Regional Parks Division, telephone (858) 581-9979.

Shelly Stowell, Supervising Management Analyst
Community Parks Division, telephone (619) 221-8917.

C. PRICING

1. Pick-up and delivery charge, if any, shall be included in the unit price bid.
2. The Contractor shall submit information detailing charges for lost or damaged uniforms with bid. (Excessive charges may be cause for rejection of bid.)

D. DESCRIPTION OF CLOTHING

1. Shirts

100% Cotton; Industrial work shirt; top stock collar, seven (7) button placket on front of shirt; pocket flaps; light grey.

2. Pants

100% Cotton; Industrial work pants; with snap top, zippered fly; sewn-in belt loops; triple-stitched in the crotch; hemmed with no more than a 1" hem; dark grey.

3. Coveralls

100% Cotton, plain twill, zipper front coverall, one (1) piece, hemmed cuffs, elastic inserts at waist, one (1) piece top stitched collar, side vent opening overlapped with separate facing, breast pockets, double patch hip pocket on right leg, two (2) swing front pockets; closure in front with #5 zipper chain, two (2) way slider, one (1) stainless steel gripper at neck and one (1) at top of zipper; seams sewn with polyester threads; mainseams sewn with 7/8" gauge safety stitching; dark blue.

E. NAME PATCHES

The Contractor shall provide name patches. The name patches will either be the employee's first name, last name, or both first and last name. Contractor shall heat seal and reinforce seal by sewing outside perimeter of patch to shirts at no additional cost to the City. Name patches shall be located over the left shirt pocket.

F. DIVISION PATCHES

The City will provide Contractor with Division cloth patches on an as needed basis. Contractor shall heat seal and reinforce seal by sewing outside perimeter of patch to shirts and coveralls at no additional cost to the City. Division patches shall be located on the left shoulder.

G. MEASUREMENTS

The Contractor shall measure employees for uniforms within five (5) working days from the date of request, and shall provide the employee with uniforms within ten (10) working days of the date measured. Measurement for uniforms shall be conducted at the Rose Canyon Operations Facility, 3775 Morena Boulevard and at the Recreation Center addresses listed in paragraph J below.

Any tailoring required to assure a proper fit for each individual will be done at no additional cost to the City. When the Contractor is measuring Division personnel for uniforms, they shall have samples of each type of uniform in all sizes available for Division personnel to try on.

H. SAMPLES

Samples of clothing may be required by City personnel for evaluation purposes prior to award. If required, they shall be provided at no cost to the City within five (5) days of request. Samples may be returned upon Bidder's request at Bidder's expense.

I. IDENTIFICATION SYSTEM

Contractor shall provide a name or identification number system that identifies each employee and garment to ensure that employees get the same garment back after cleaning.

J. DELIVERY SPECIFICATIONS

1. Clothing items shall be collected from and delivered to each of the following locations once every week. The City reserves the option to relocate, reduce, or increase collection/delivery points at no additional cost to the City.
 - a. Rose Canyon 3775 Morena Boulevard
San Diego CA 92117-5233
 - b. Robb Field Recreation Center 2525 Bacon Street
San Diego, CA 92109-1306
 - c. South Clairemont Recreation Center 3605 Clairemont Drive
San Diego, CA 92117-5941
 - d. Kearny Mesa Recreation Center 3170 Armstrong Street
San Diego, CA 92111-5703
2. Uniforms shall be picked-up and delivered to the Rose Canyon Facility between the hours of 6:00 a.m. and 2:00 p.m. The day and time of pick-up and delivery of uniforms at the Recreation Centers will be designated by the City and will be between the hours of 7:00 a.m. and 2:00 p.m. Deliveries are to be made on the same day every week at each location. At the time of uniform pick-up and delivery, a signed inventory sheet must be given to a designated City representative listing all uniforms that have been picked-up, and all that have been delivered in accordance with Section III, paragraph I. In the event the pick-up day or time must be changed, the City will notify the Contractor in advance. The Contractor shall notify the City at least one (1) day in advance for changes in the designated delivery hours.

K. START-UP REQUIREMENTS

1. Contractor shall provide each employee with eleven (11) sets of uniforms and one (1) set of coveralls. A uniform set shall consist of a work shirt and work pants. One (1) uniform will be worn, five (5) will be in for laundry, and five (5) will be clean and available at the work site.
2. All initial uniforms issued shall be new.

L. LOST OR DAMAGED ITEMS

1. City's Responsibilities
 - a. The City will be responsible for the replacement or repair of Contractor owned items lost or damaged by City employees.
 - b. The City will not be responsible for the replacement or repair of items which wear out naturally.

2. Contractor's Responsibilities

The Contractor shall be responsible for keeping all uniforms in good condition. Items with holes in fabric or visibly worn, frayed, or thin fabric are not acceptable.

M. INVOICING

1. Duplicate invoice numbers shall not be submitted.
2. Invoices shall include detailed information regarding product and/or service that is being billed.

Example: "X" number of shirts laundered and "X" number of replacement shirts issued.

3. Only products and services pertaining to this contract shall appear on invoices. Miscellaneous items purchased not specified on this contract shall be invoiced separately referencing the appropriate purchase order number. Invoices rejected by departments shall be re-issued with new/revised issue dates so as not to imply delinquent payment status.
4. Purchase Order number shall be noted on all invoices.
5. Original copies of invoices shall be delivered to the "Ship To" address noted on the purchase order to ensure payment is processed in a timely manner.

BIDDER'S REFERENCES

The Bidder is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

REFERENCES

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Certification Survey

For Small, Ethnically and Culturally Diverse,
Woman, Disadvantaged, Disabled Veteran, Or Other Businesses

All Contractors are required to complete this form and return it with their bid package.

Company Name: _____

Mailing Address: _____

Telephone No.: (_____) _____

E-Mail Address: _____

1. Contractor's company is **currently** certified as small, ethnically and culturally diverse, woman, disadvantaged, disabled veteran, or other business? ☐ Yes ☐ No

Certification Number/Agency: _____

2. Contractor's company has applied for certification? ☐ Yes ☐ No

If yes, which agency? _____

3. Contractor's company is an independently owned business? ☐ Yes ☐ No

4. Contractor's company is 51% or more owned by a socially, economically, disadvantaged individual*? ☐ Yes ☐ No

5. SIC Code: _____

6. Number of Employees: _____

7. Annual Gross Receipts (three year average): _____

8. This is not an application for certification. If you would like to receive an application for certification, please check box: ☐

I certify that this information is correct: _____
Authorized Signature (Date)

* Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.